

**Amendment Number 3  
to  
Contract Number DIR-SDD-2253  
between  
State of Texas, acting by and through the Department of Information Resources  
and  
CENTURYLINK COMMUNICATIONS, LLC**

This Amendment Number 3 to Contract Number DIR-SDD-2253 ("Contract") is between the Department of Information Resources ("DIR") and CenturyLink Communications, LLC ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract,** is hereby restated in its entirety as follows:

The term of this Contract is extended through June 5, 2017 completing the two (2) remaining one-year options. No additional extension options remain.

2. **Contract, Section 4. Pricing,** is hereby updated and restated as follows:

**Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

3. **Contract, Section 6. Notifications, If sent to the State,** is hereby restated in its entirety as follows:

If sent to the State:

Shannon Kelley, CTPM, CTCM  
Manager, Enterprise Contract Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 463-7666  
Facsimile: (512) 475-4759

4. **Contract, Section 9. Intellectual Property Matters,** is hereby removed from the Contract and transitioned in its entirety to Appendix A, Standard Terms and Conditions for Standard Terms Services Contracts, **Section 4. Intellectual Property Matters.**
5. **Contract, Section 10. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts,** is hereby re-numbered **Section 9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Services Contracts.**
6. **Appendix A, Standard Terms and Conditions for Services Contracts dated 6/8/2012,** is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions for Products and Related Services Contracts dated 02/04/2015,** provided, however, authorized exceptions to Appendix A are set forth below.

7. **Contract, Section 9. Authorized Exceptions to Appendix A. Standard Terms and Conditions for Services Contract,**

- A. **Appendix A, Section 7. C. Customer Price,** is hereby restated in its entirety as follows:

**C. Customer Price**

Customers purchasing services under this Contract shall negotiate pricing directly with the Vendor in accordance with the Customer's Statement of Work.

- B. **Appendix A, Section 9. Vendor Responsibilities, A. Indemnification, 2) Acts and Omissions,** is hereby restated in its entirety as follows:

**2) Acts or Omissions**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from wrongful acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. Vendor's ultimate financial responsibility will be limited to the percentage of fault finally attributed to Vendor. The defense of contributory negligence will not be available to Vendor. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- C. **Appendix A, Section 9, Vendor Responsibilities, K. Limitation of Liability** is hereby restated in its entirety as follows:

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

- D. **Appendix A, Section 9. Vendor Responsibilities, N. Required Insurance Coverage** is hereby restated in its entirety as follows:

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded

services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A rated by A.M. Best, authorized in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be included as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

**1) Commercial General Liability**

Commercial General Liability must include a combined single limit of \$1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of \$2,000,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
  - b) Independent Contractor coverage;
  - c) State of Texas, DIR and Customer included as an additional insured;
  - d) Vendor agrees to provide notice of any termination to DIR ; and
- Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer for losses caused by and to the extent of Vendor's negligence.

**2) Workers' Compensation Insurance**

**WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT, \$1,000,000 BODILY INJURY DISEASE POLICY LIMIT AND \$1,000,000 PER DISEASE PER EMPLOYEE.**

**3) Business Automobile Liability Insurance**

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation for losses caused by and to the extent of Vendor's negligence;
  - b) Vendor agrees to provide notice of any termination to DIR; and
  - c) Additional Insured.
8. All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 3, then Amendment Number 2, and then Amendment Number 1, and then the Contract.

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**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last party to sign, but in all events no later than June 5, 2015.

**CENTURYLINK COMMUNICATION, LLC**

**Authorized By:** Signature on File

**Name:** Constantine Gartelos

**Title:** Manager, Offer Management

**Date:** 6/4/2015

**The State of Texas, acting by and through the  
Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Wayne Egeler

**Title:** Director Communications Technology Services

**Date:** 7/17/2015

**Office of General Counsel:** 7/16/2015